

[N] CANCELLATION NOTICE

Equistar Chemicals, LP

LOCAL TARIFF

CONTAINING
RATES, RULES AND REGULATIONS
APPLYING ON THE TRANSPORTATION OF

Ethylene

BY PIPELINE

Within the State of Texas

RECEIVED
R.R.C. OF TEXAS
MAR 01 2016
GAS SERVICES DIVISION
AUSTIN, TEXAS

EFFECTIVE: March 1, 2016

ISSUED AND COMPILED BY:

Richard M. Gehring
Associate Director - Pipelines
Equistar Chemicals, LP
LyondellBasell Tower
1221 McKinney St., Suite 700
Houston, TX 77010

P-5 Operator ID: 253316
T-4 Permit Information: 1688

[N] CANCELLATION NOTICE

~~[C] IMPERIAL PIPELINE INC.~~

~~Local Tariff~~

~~Applying On~~

~~ETHYLENE~~

~~Table of Rates~~

From	To	Rate in Cents Per Pound
Corpus Christi Petrochemical Company Plant, Nueces County, TX	Any destination point in Harris County, Texas with which the South Texas Pipeline System is connected.	2.2

~~The rates published in this tariff are for the transportation of ETHYLENE within the State of Texas through Imperial Pipeline Inc.'s share of the capacity of the Ethylene Pipeline of the South Texas Pipeline System, and such transportation is subject to the rules and regulations contained herein, and to all applicable rules, regulations and orders of the Railroad Commission of Texas and other governmental authorities having jurisdiction.~~

~~Effective August 1, 1980~~

~~Issued By~~

~~Imperial Pipeline Inc.
c/o ICI Americas, Inc.
1 Rollins Place
Wilmington, Delaware 19897~~

~~GENERAL RULES AND REGULATIONS~~

~~This Company receives Ethylene for pipe line transportation subject to the following rules, regulations and conditions:~~

~~1. Ethylene: "Ethylene" shall mean an unsaturated polymer grade hydrocarbon with the chemical formula C_2H_4 and conforming to the following specifications:~~

Ethylene	99.92 mol% min
Hydrogen	5 ppm mol max
Methane + Ethane	800 ppm mol max
Acetylene	5 ppm mol max
Propylene and +	10 ppm mol max
Oxygen	2 ppm mol max
Carbon Monoxide	1 ppm mol max
Carbon Dioxide	5 ppm mol max
Water	5 ppm wt max
Methanol	1 ppm wt max
Sulfur	1 ppm wt max
NH₃	2 ppm mol max
Nitrogen Oxides	2 ppm mol max
Acetone	1 ppm mol max
Carbonyl Sulfide	1 ppm mol max
Chlorine	1 ppm mol max

~~Ethylene not meeting or exceeding these specifications will not be accepted.~~

~~2. Operator and Co-Owners: The Ethylene Pipeline of the South Texas Pipeline System (the "System") is owned by Imperial Pipeline Inc., Champlin Pipeline, Inc., and Soltex Pipeline, Inc. (together, "Co-Owners"). Imperial Pipeline Inc. ("Owner") makes available for Ethylene transportation only Owner's share of capacity in the System. South Texas Pipeline Company ("Operator") operates the System for Owner. Notices and payments should be made out to Owner and delivered to Operator on behalf of Owner.~~

~~3. Transportation Covered: Owner makes available for Ethylene transportation at 2.2¢ per pound its share of capacity in the System, running from Station No. 1 located at the tailgate of the Corpus Christi Petrochemical Company Plant in Nueces County, Texas, to any destination point in Harris County, Texas with which the System is connected,~~

~~subject to the terms and conditions of this tariff. Transportation through Owner's share of the capacity in the System from other origin points or to other destination points, intermediate between Nueces and Harris Counties, will be provided on reasonable, nondiscriminatory rates and terms, consistent with efficient operational practices, by specific arrangement with Owner.~~

~~4. Additional Specifications and Notice Required:~~

~~(a) Any shipper desiring to tender Ethylene for transportation hereunder shall, on or before the 15th day of the month, place a notice to Owner of the quantity of Ethylene to be tendered during the following month with the President, South Texas Pipeline Company, 3333 Richmond Ave., Houston, Texas 77098. Unless such notification is made, Owner shall be under no obligation to accept Ethylene for transportation.~~

~~(b) Owner may require from each shipper a certificate setting forth, in detail, the specifications of each shipment of Ethylene proposed for transportation.~~

~~(c) Any additive or inhibitor to be included in any shipper's Ethylene must first be approved by Owner before such Ethylene will be accepted for transportation.~~

~~5. Minimum Quantities: Ethylene will be accepted by Owner for transportation in quantities of not less than 10,000,000 pounds meeting the specifications described herein at the point of origin from one shipper consigned to one consignee.~~

~~6. Origin and Destination Facilities: Ethylene will be accepted by Owner for transportation only when the shipper has provided equipment and facilities, including storage facilities, satisfactory to Operator, for delivering such tenders to the System at a pumping rate equal to the System's current rate of pumping and for receiving same without delay upon arrival at destination. Operator may require satisfactory evidence to be furnished that the necessary facilities are available for delivering tendered shipments to the System and for the prompt receiving of shipments at destination before Owner is obligated to accept tenders for transportation.~~

7. ~~Commingling:~~ All Ethylene transported through the pipeline will be commingled with other Ethylene shipments and shall be subject to such changes in quality and other characteristics as may result from such commingling. No shipper shall be entitled to receive the identical Ethylene that it delivers into the System for transportation, and delivery to all shippers shall be out of the commingled stream or common stock of Ethylene. In order to insure that no shipper will be materially damaged or benefited by changes in the quality or other characteristics of Ethylene transported in the System due to commingling in the System, each shipper tendering Ethylene for transportation through the System must agree to participate in just and nondiscriminatory adjustments among all shippers of Ethylene for changes in quality and other characteristics which materially affect the value of such Ethylene transported through the System. Any shipper wishing to tender Ethylene for transportation through the System should contact Owner with respect to such adjustments.

8. ~~Testing, Gauging and Metering:~~ All shipments for transportation shall be tested, gauged or metered by a representative of Operator prior to, or at the time of, receipt from the shipper for delivery to consignee, but the shipper or consignee shall at all times have the privilege of being present or represented during the testing, gauging or metering. Quantities shall be measured in accordance with methods set forth in the National Bureau of Standards IR-75-763 Thermodynamic and Transport Properties of Ethylene and Propylene. Full deduction will be made for all impurities. The net balance, after deduction, will be the quantity deliverable by Owner and upon which transportation charges will be assessed.

9. ~~Transportation Charges:~~ Transportation charges will be assessed by Owner, at the rates named herein on the basis of the quantity received by Owner from the shipper. Payment must be made by shipper to Owner, via Operator, within 10 days of invoice from Owner to shipper. Charges will be adjusted on the basis of the quantity actually delivered at destination as provided for herein. The payment to Owner of transportation and all other lawful charges accruing on Ethylene accepted by Owner for transportation may be required before the release of said Ethylene. Owner shall have a lien on all Ethylene in its possession belonging to the shipper to secure payment of all unpaid lawful charges due by such shipper and may withhold such Ethylene from delivery until such unpaid charges have been paid.

~~10. Delivery at Destination; Delay Charge: Operator shall notify the consignee of the arrival at destination of each shipment. Upon arrival at destination, the Ethylene will be delivered to the consignee through the facilities provided by the consignee. The consignee shall receive without delay the Ethylene which has been transported to the destination point for its account, and Owner may assess against shipper a delay charge of .10¢ per pound per day for Ethylene transported by Owner to destination for its consignee's account but which the consignee did not accept at the time of arrival.~~

~~11. Liens and Title: Owner shall have the right to decline to receive any petroleum products, which may be involved in litigation or the title of which may be in dispute or which may be encumbered by lien or charge of any kind, and it may require of the shipper satisfactory evidence of its perfect and unencumbered title or satisfactory indemnity bond to protect Owner.~~

~~12. Pipage Contracts Required: Separate pipage contracts in accordance with this tariff and these regulations covering further details may be required of the proposed shipper before any duty of transportation shall arise.~~

~~13. Liability of Owner and Operator: Neither Owner nor Operator, while any Ethylene herein described is being transported in Owner's share of the capacity of the System, or in any appurtenant storage or other facilities, shall be liable for any loss thereof; damage thereto; or delay caused by fire, storm, flood, epidemics, sabotage, Act of God, riots, strikes, insurrection, rebellion, war, act of the public enemy, quarantine, the authority of law, requisition or necessity of the Government of the United States in time of war, or default of shipper, or any other cause not reasonably within the control of Owner or Operator. In case of loss of any Ethylene from any of such causes, after such Ethylene has been received for transportation and before the same has been delivered to consignee, such loss will be charged proportionately to each shipper in the ratio that its Ethylene or portion thereof received and undelivered at the time the loss occurs bears to the total of all Ethylene then in the custody of Owner for transportation via Owner's share of the capacity of the System or other facilities in which the loss occurs, and Owner will be obligated to deliver only that portion of such Ethylene remaining after deducting shipper's proportion of such loss determined in~~

~~this manner, and neither Owner nor Operator will be obligated to deliver any Ethylene in addition to such portion. Transportation charges will be adjusted to reflect only the quantity actually delivered.~~

~~14. Time for Filing Claims: As a condition precedent to recovery, claims for loss or damage relating to any shipment of Ethylene must be filed in writing with Owner and Operator within nine (9) months after shipper's tender to Owner of the related shipment of Ethylene. Suit shall be instituted against Owner only within two (2) years and one (1) day from the day that notice is given in writing by Owner to the claimant that Owner has disallowed the claim or any part or parts thereof specified in the notice. Where claims for loss or damage are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and Owner will not be liable.~~

~~15. Apportionment When Tenders Exceed Capacity: When there is tendered for transportation through Owner's share of the capacity of the System, a quantity of Ethylene greater than can be currently transported, the transportation furnished on behalf of Owner shall be apportioned among all shippers in proportion of the amounts tendered by each, provided, that no tender for transportation shall be considered beyond the amount which the shipper requesting the shipment will have on hand accessible to and ready for shipment.~~

~~16. Use of Communication Facilities: Owner maintains private communication facilities, and messages incident to shipment may be transmitted by it for shipper without extra charges. However, Owner shall not be liable for nondelivery of messages, for error or delay in transmission, or for interruption of service.~~

Explanation of reference marks:

[C] Cancel.

[N] New.